CONTRACTS—CONFLICT OF LAWS—SURETYSHIP.—UNION NAT. BANK v. CHAPMAN ET AL., 62 N. E. 672 (N. Y.).—Defendant, residing in Alabama, signed, as surety, her husband's note, which was made negotiable in Illinois. Defendant did not know where the note was to be negotiated. *Held,* that her contract was an Alabama contract and, as such, void under its laws. Bartlett and Vann, J. J., dissenting.

Several well considered cases are found which support the conclusion of the New York court. *Vorjt v. Brown,* 42 Hun. 394; *Scudder v. Bank,* 91 U. S. 406. But in the leading case of *Milliken v. Pratt,* 125 Mass. 374, upon a similar state of facts, the court held that the contract was governed by the laws of State where negotiated. The distinction between these classes of cases, seems to rest upon the question whether the surety was aware of the place of negotiation. The dissenting opinion holds that the contract of suretyship had no inception until the note was negotiated.

CONTRACTS—OPTIONS—RIGHT OF A STATE TO PROHIBIT CONTRACTS FOR FUTURE DELIVERY.—BOOTH v. STATE OF ILLINOIS, U. S. Sup. Ct. (Mar. 3, 1902). A statute of the State of Illinois invalidating contracts giving an option to sell or buy at a future time any grain or other commodity, whether delivery is contemplated or not, is not in violation of any constitutional provision. Brewer and Peckham, Justices, dissenting.

The statute is held not repugnant to the clause of the Fourteenth Amendment that no State shall deny to any person within its jurisdiction the equal protection of the laws, and the interpretation put on that clause in *Algeyer v. Louisiana,* 165 U. S. 578, namely, that it means the right of a citizen to pursue any avocation and for that purpose to enter into all contracts necessary and proper. If the State thinks certain evils cannot be successfully reached unless the calling be actually prohibited the courts cannot interfere unless the statute clearly has no real relation to that object. *Mugler v. Kansas,* 123 U. S. 623; *Minnesota v. Barber,* 36 U. S. 313; *Voight v. Wright,* 141 U. S. 62. And following the principle that courts may not strike down an act of legislation as unconstitutional, unless it be plainly and palpably so, the decision of the Illinois Supreme Court, *Booth v. People,* 186 Ills. 43 is upheld.

It is an interesting question as to how far States may go in the exercise of the police power, in depriving the citizen of the right to make any contract not in itself harmful or injurious to the public. The liberty to contract cannot be restrained by arbitrary legislation resting on no reason by which it can be defended. *Shaver v. Penn., Co.,* 71 Fed. Rep. 931; *State v. Goodwell,* 33 W. Va. 179. There can be no question as to the legality of option contracts in general, and they are perfectly valid and enforceable. *Bigelow v. Benedict,* 79 N. Y. 202; *Kirkpatrick v. Bousal,* 172 Pa. St. 155. But in Illinois and other States option contracts have been invalidated and placed in the category of gambling contracts and hence unenforceable and void. *Schneider v. Turner,* 130 Ill. 28; *Preston v. Smith,* 156 Ill. 359; *Osgood v. Bander,* 75 Iowa, 550; *Schlee v. Guckenheimer,* 179 Ill. 593. There is, however, much difference of opinion as to the operation of these statutes, and the opinion of Justice Harlan should go far toward putting an end to these contracts.

CONTRACTS—PRIVITY—CITIZEN AND MUNICIPALITY.—GRAVES COUNTY WATER CO. v. LIGON, 31 S. W. 725 (Ky.).—City of Mayfield passed an ordinance granting to a water company the privilege of supplying city with water, for protection